

Permit Number _____
Henry County, Indiana
Surveyor's Office
Phone (765) 529-4802

**PERMIT:
TO WORK WITHIN COUNTY
DRAIN RIGHT OF WAY**

**Type of Permit:
(check below)**

- | | | |
|---|---|--|
| <input type="checkbox"/> Utility/Maintenance Fee \$75.00 | <input type="checkbox"/> Regulated Drain encroachment \$25.00 per foot (minimum \$250.00) | <input type="checkbox"/> Variance to reduce from required 8" piping to smaller size or daylight \$250.00 |
| <input type="checkbox"/> Regulated drain crossing (per crossing) \$250.00 | <input type="checkbox"/> Reduction in regulated drain easement \$2,500.00 (per lot or parcel) | <input type="checkbox"/> Other (misc.) |

Name of Applicant _____ Phone Number _____

Address _____ Fax _____

City _____ State _____ ZIP _____

Contractor _____ Phone Number _____

E-Mail Address _____

Project Location (Describe location by Lot No. in subdivision or direction and distance from nearest intersection and side of road.)

Nature of work to be done in Right of way (Attach plans or drawings of work to be done) _____

Bond Required Yes, Penal Sum \$_____, Bond Number _____
 Waived, category for Bond waiver is _____

APPLICATION FEE \$_____ Check or Bank Draft Payable to "Henry County Treasurer".

RECEIPT NUMBER _____

THE APPLICANT AGREES TO INDEMNIFY, DEFEND, EXCULPATE, AND HOLD HARMLESS HENRY COUNTY, INDIANA, ITS OFFICIALS AND EMPLOYEES FROM ANY LIABILITY DUE TO LOSS, DAMAGE, INJURIES, OR OTHER CASUALTIES OF WHATSOEVER KIND, OR BY WHOMSOEVER CAUSED, TO THE PERSON OR PROPERTY OF ANYONE ON OR OFF THE RIGHT-OF-WAY ARISING OUT OF, OR RESULTING FROM THE ISSUANCE OF THIS PERMIT OR THE WORK CONNECTED THEREWITH, OR FROM THE INSTALLATION, EXISTENCE, USE MAINTENANCE CONDITION, REPAIRS, ALTERATION, OR REMOVAL OF ANY EQUIPMENT OR MATERIAL, WHETHER DUE IN WHOLE OR IN PART TO THE NEGLIGENT ACTS OR OMISSIONS (1) OF THE COUNTY, ITS OFFICIALS, AGENTS, OR EMPLOYEES; OR (2) OF THE APPLICANT, HIS AGENTS OR EMPLOYEES, OR OTHER PERSONS ENGAGED IN THE PERFORMANCE OF THE WORK, OR (3) THE JOINT NEGLIGENCE OF ANY OF THEM; INCLUDING ANY CLAIMS ARISING OUT OF THE WORKMEN'S COMPENSATION ACT OR ANY LAW, ORDINANCE, ORDER, OR DECREE. THE APPLICANT FURTHER CERTIFIES THAT APPLICANT IS FAMILIAR WITH ANY AND ALL RULES, REGULATIONS, INSPECTIONS REQUIRED AND ORDINANCES THAT APPLY TO THE WORK BEING DONE WITH THIS PERMIT. THE APPLICANT FURTHER AGREES TO RENEW THIS PERMIT ON OR BEFORE THE EXPIRATION DATE WHEN NECESSARY TO CONTINUE WORKING IN RIGHT OF WAY. THE APPLICANT ALSO AGREES TO PAY ALL REASONABLE EXPENSES AND ATTORNEYS FEES INCURRED BY OR IMPOSED ON THE COUNTY IN CONNECTION HEREWITH IN THE EVENT THAT THE APPLICANT SHALL DEFAULT UNDER THE PROVISIONS OF THIS PARAGRAPH.

THE APPLICANT FURTHER AGREES TO ABIDE BY THE CONDITIONS ON PAGE TWO (2) OF THIS APPLICATION.

Signature of Applicant: _____ Date: _____

Permit is not valid without proper signatures on page 2.

Page 2, Application for permit to work in County Drain Right of Way

APPROVED

County Surveyor and/or Engineer

DATE

ATTEST: _____

DATE

If this application to perform utility work in county drain easements is granted, the applicant agrees to the following applicable provisions:

- (1) The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway or drain within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway or drain, or it's construction or maintenance, or interfere with it's safe operation, or unreasonably interfere with the construction and maintenance of existing and future utilities.
- (2) The above-described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located at a minimum burial depth of thirty six inches (36") below existing grade lines.
- (3) Permittee agrees that in the event it becomes necessary to improve, reconstruct or widen said road or to provide additional drainage along or across the side of said road or drain, that upon request of the Board they will promptly relocate or adjust said installation and assume all cost thereof.
- (4) The Permittee further agrees to comply with the rules and regulations of the Board in serving, maintaining, relocating, placing and removing the above-described facilities, either for highway or drain purposes or to relocate, or accommodate other utilities and to obtain a permit before performing any of these functions on such facilities within the highway or drain right-of-way.
- (5) The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement. Further, Permittee shall save harmless and indemnify the Board from any such claim arising out of the Board's negligence, to include negligence of the Board's employees and agents.
- (6) During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs, and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.
- (7) All damages to drainage structures, roadbeds, pavements and other highway appurtenances or drainage structures arising from the installation, maintenance or repair or Permittee's utility facilities shall be repaired at the expense of Permittee. No portions of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within the limits of the highway, all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.
- (8) Drainage pipes shall be metal or concrete, unless a variance is granted in writing.
- (9) An application under these regulations shall be made on this form and, if requested, drawings shall be submitted with and become a part of the permit agreement.
- (10) Items such as trees, rough rock cuts, boulders, headwalls, landscaping, foundations, "invisible" pet fencing, irrigation systems, fences, and any other items that could interfere with the safe operation and maintenance of the county highway shall not be permitted to remain in the county right of way. The county shall not be held responsible for damage to such items while performing routine maintenance and construction work within the right of way.

Copies to:

**Henry County Surveyor's Office
Applicant**